

1. The owner (hereinafter referred to as OWNER and/or CHARTER COMPANY) agrees to rent the yacht to the CHARTERER and to enter no other agreement to rent out the yacht during the same period. The CHARTERER agrees to rent the yacht and to pay the charter fee, security deposit and any other associated fees in cleared funds on or before the date specified in (2) to the account specified in (2) of this contract.
- 2. PAYMENT OF THE CHARTER FEE AND OTHER FEES:**
Fifty percent (50%) of the charter fee and delivery costs and/or pick-up costs (if applicable) are paid to the CHARTER COMPANY at the time of booking. Unless otherwise specified under "Condition" in the agreement form, the remaining amount is to be paid in cleared funds one (1) calendar month prior to commencement of the charter period. The fees specified above will be paid to an account specified at the time of booking.
- 3. SECURITY DEPOSIT:**
The security deposit is paid to the CHARTER COMPANY at the beginning of the charter period before boarding the yacht. Payment can be made using one or more confirmed credit card imprints. The security deposit can also be paid in cash or cheque to a mutually agreed bank with prior written consent.
- 4. RETURN OF THE SECURITY DEPOSIT:**
Unless otherwise specified, the security deposit can be retained and used to settle any liability incurred by the CHARTERER under any provision of this agreement. To the extent that it is not used to settle claims or charter costs, the security deposit shall be refunded to the CHARTERER within 14 days of the end of the charter period without interest.
- 5. CRUISING AREA:**
The CHARTERER shall restrict the yacht's range to the cruising area and regions within the cruising area, in which yachts are legally permitted to cruise. If the CHARTERER does not remain within the cruising area, then they will be requested to dock at the next suitable port and not be refunded the rental fee nor the security deposit entitlement on termination of this agreement.
- 6. MAXIMUM NUMBER OF PERSONS:**
The CHARTER COMPANY does not permit any more guests on the yacht than specified on the first page of the charter agreement and never more than 7 overnight guests or 12 daytime guests. If the CHARTER COMPANY has justified reason to believe that the CHARTERER has failed to observe this rule pertaining to the maximum number of persons on board, then this agreement can be terminated. In this case, the CHARTERER must dock at the next suitable port and shall not be refunded the rental fees nor security deposit entitlement.
- 7. USE OF THE YACHT**

The CHARTERER agrees to comply with the principles of good seamanship and have sufficient experience in skippering a yacht. If a bareboat (without crew) rental agreement is entered for the yacht and if the CHARTER COMPANY deems the CHARTERER unprepared to take safe charge of the vessel, then the CHARTERER shall be obliged to employ the services of a professional skipper at the CHARTERER'S own expense until the designated professional skipper determines that the CHARTERER is capable of competently handling the yacht without the professional skipper's help.

Furthermore, the CHARTERER undertakes to:

- a) observe the laws of the host country and sign in and out with the harbour master;
- b) make no changes to the ship or the equipment;
- c) treat the yacht and equipment with care and to board the yacht with boat shoes only;
- d) inform themselves in detail of the characteristics of the cruising area including weather data;
- e) not use the yacht for commercial purposes, not permit third-party passengers on board, not permit third parties to use the yacht and not transport any hazardous goods or substances;
- f) immediately inform the CHARTER COMPANY of any damage, collisions, accident or other unusual events; in case of damage to the boat or personal injury, the CHARTERER is obliged to document this including photos and obtain confirmation from the harbour master, physician, etc.;
- g) always have the yacht towed with its own line and enter no agreement pertaining to salvage or towing costs in case of an accident;
- h) inspect the boat's condition and completeness of the equipment and inventory on handover and return and confirm this by signature;
- i) document any issues with the yacht immediately in the log and report these issues to the yacht's base port; no subsequently reported issues will be accepted.

The CHARTERER shall be responsible for the yacht's operating costs, which include but are not limited to the following: fuel, lubricating oil, filters, port charges outside the home berth. Any loss, breakage or damage outside of normal wear and tear of the boat or its equipment by the CHARTERER, whether intentional or not, will be deducted from the security deposit. All repairs require the approval of the CHARTER COMPANY. Expenses for repairs required as a result of wear will be refunded by the CHARTER COMPANY upon presentation of the replaced part and the purchase invoice.

The CHARTERER must check the bilges on a daily basis. The CHARTER COMPANY is to be informed of any abnormalities.

8. DELAYED DELIVERY:

If due to technical reasons or force majeure, the OWNER or their representative does not provide the CHARTERER with the yacht at the port of delivery at the beginning of the charter period and delivery is carried out within forty-eight (48) hours of the scheduled delivery date, then the OWNER shall provide the CHARTERER with proportional reimbursement of the charter fee based on the daily rental rate, or with proportional extension of the charter period by mutual agreement.

9. NON-DELIVERY:

a) If the yacht specified in the agreement is not available for any reason at the beginning of the charter period, the CHARTER COMPANY / agent or OWNER reserves the right to provide a replacement yacht of similar size, accommodations and performance. Should it prove impossible to find a replacement yacht, however, then the resulting cancellation of the charter shall not incur any liability on the part of the CHARTER COMPANY or OWNER apart from refunding the amounts paid.

b) If for any technical reason or force majeure, the OWNER or CHARTER COMPANY fails to deliver the yacht within a period of forty-eight (48) hours, then the CHARTERER is entitled to regard the contract as terminated from the due date of delivery. The CHARTERER'S sole remedy is the refund of the full amount of payments without interest, which were made by the CHARTERER to the OWNER or their representative. No other claims shall be permissible. As an alternative, the charter period may be extended by a period matching the delay by mutual agreement.

10. DELAYED RETURN:

a) If it is impossible to return the yacht on time due to force majeure, it is returned as soon as possible thereafter and the conditions of this agreement shall remain effective for the duration of this delay. The charter time will be invoiced accordingly, but without penalty for the CHARTERER.

b) If the CHARTERER fails to return the yacht to the specified port of return due to a personal delay, then the CHARTERER shall immediately pay the CHARTER COMPANY / agent the daily charter fees plus 50 percent (50%) surcharge by way of direct wire transfer. If the return is delayed by more than twenty-four (24) hours, then the CHARTERER shall reimburse the CHARTER COMPANY / agent for all losses and damages suffered by the CHARTER COMPANY / agent as the result of inability to otherwise use the yacht or as the result of cancellation or delay of delivery for subsequent chartering of the yacht.

11. CANCELLATION BY THE CHARTERER:

If the CHARTERER terminates this agreement on or any time before the beginning of the charter period, then the CHARTERER shall maintain liability for any payments which have not been paid at or before the time of cancellation. If the CHARTERER issues cancellation or fails to pay any due amount specified in this agreement after issuing cancellation, then the CHARTER COMPANY / agent shall be entitled to treat this agreement as rejected by the CHARTERER and to withhold the full amount of all payments made by the CHARTERER.

12. MALFUNCTIONS AND BREAKDOWNS:

a) If the yacht can not be operated due to engine damage, grounding, collision or other causes following delivery and therefore the CHARTERER can not properly use the yacht for a period no shorter than twenty-four (24) consecutive hours and no longer than forty-eight (48) consecutive hours (and the hindrance has not been caused by the CHARTERER'S actions or negligence), then the CHARTERER shall be refunded the charter fee starting on the business day following the day on which the yacht was reported as damaged or unusable. The CHARTERER shall be liable for all normal expenses during this period. In the case of engine damage, in which the yacht can otherwise be used in full without causing restrictions

for the CHARTERER, the refund shall amount to 50% of the daily rental rate. After two business days, the CHARTERER shall be entitled to terminate the contract in writing in exchange for a partial refund. Prior to making refund claims, both parties shall always attempt to prolong the charter period for the CHARTERER proportionally by mutual agreement.

b) If the yacht is lost or inoperative to such an extent that it can not be repaired within forty-eight (48) hours and the hindrance has not been caused by the CHARTERER'S actions or negligence, then the CHARTERER shall be entitled to cancel this agreement by writing to the CHARTER COMPANY. In this case the charter fee will be refunded proportionately as quickly as possible for the portion of the charter period remaining after the date and time of loss or inability to operate the yacht. Under these circumstances, the CHARTERER shall be entitled to reimbursement by leaving the yacht at its berth. The CHARTERER is entitled to claim additional expenses of up to € 400 and receive reimbursement for these expenses on provision of proof of purchase. The CHARTERER is not entitled to any other reimbursements.

13. USE OF THE YACHT:

The CHARTERER may only use the yacht as a pleasure craft for themselves and their guests. The CHARTERER must ensure that no pets or other animals are brought on board the yacht. The CHARTERER must ensure that their behaviour and that of their charter do not serve as a source of harassment to others or result in disrepute for the yacht. **SMOKING IS EXPLICITLY PROHIBITED IN ALL INTERIOR SPACES ON THE YACHT.**

The CHARTERER must ensure that all duty-suspended warehouses or other goods that are possibly already on board the yacht or could be brought on board the yacht during the charter, are cleared by customs before being taken ashore. The possession or use of illegal drugs or weapons (including firearms in particular) are reason enough for the CHARTER COMPANY to cancel the charter agreement with immediate effect at the CHARTERER'S expense and without resulting in any claims against the CHARTER COMPANY or the OWNER.

14. OWNER INSURANCE & LIABILITY:

a) The OWNER insures the yacht with premium insurers against all common risks for a yacht of its size and model under observance of the law as follows:

- Comprehensive coverage with a € 5,000 deductible
- Persons and property insurance
- Passenger accident insurance

15. CHARTERER INSURANCE & LIABILITY:

Under normal circumstances, the CHARTERER shall only be held liable for costs or losses incurred on the yacht, such as repair of damage, which have been caused by the charterer or their guests (intentionally or not) or a third party for each individual accident or incident including damage caused by loss of charter income up to the amount of the security deposit for the charter.

The CHARTERER can be held liable for a sum greater than the excess (deductible) for an accident or incident, if the CHARTERER or one of their guests has acted in such a way (intentionally or not) as to nullify the limitation or coverage as stipulated by the insurance policy (e.g. cruising under the influence of alcohol, drugs, negligence, gross negligence, etc.). The CHARTERER shall indemnify the CHARTER COMPANY of any personal and criminal consequences including any costs and legal persecution resulting from the CHARTERER'S actions and failure to act, for which the CHARTER COMPANY is held liable. The OWNER recommends that the CHARTERER take out their own insurance for belongings on board or ashore, and for costs incurred by medical aid or accidents that are not covered by the yacht insurance as well as a personal security deposit and/or skipper liability insurance.

16. DISCLAIMER:

No other claims whatsoever shall be made against the CHARTER COMPANY, the OWNER and the agent are excluded, unless they have acted with intent or gross negligence. Bodily injury is excluded from this disclaimer. In the case of legal stipulations to the contrary, claims against the OWNER shall be limited to the charter fee. The CHARTERER'S claim to insurance protection remain unaffected and intact.

17. AGENTS:

Agents act only as intermediaries between the OWNER (or the CHARTER COMPANY authorized by the OWNER) and the CHARTERER and shall not be held liable for the non-performance or breach of this agreement or any part thereof.

18. JURISDICTION:

The parties agree to this agreement being governed by the laws of Spain and the jurisdiction of the Spanish courts or, at the absolute discretion of the OWNER or his representative, this agreement can be governed by the law and/or jurisdiction of the OWNER'S country of residence.

19. FORCE MAJEURE:

In this agreement, "force majeure" refers to any cause, which can be directly traced back to actions, events, non-fulfilment, omissions, accidents or force of nature beyond the control of the OWNER or CHARTERER, including but not limited to strikes, lockouts or other industrial disputes, unrest, riots, blockades, invasions, wars, fires, explosions, sabotage, storms, collision, grounding, failure of the propulsion system without external influences, fog, government action or regulations, as well as mechanical or electrical damage, which lie beyond the control of the crew and are not caused by gross negligence of the CHARTER COMPANY or the OWNER.

20. SEVERABILITY CLAUSE:

Should individual provisions of the agreement be ineffective or infeasible or become invalid or unenforceable after conclusion of the contract, the validity of the agreement shall otherwise remain unaffected. Any invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely corresponds to the economic intent of the original invalid or unenforceable provision. These provisions shall apply accordingly in the event that the contract proves to be incomplete.

Place, date, CHARTERER signature

Dated 2016 / V2.2